- 71. ACBOE and Alemar deliberately suppressed material facts from all actual and potential bidders, including Plaintiff, other than MTG. MTG conspired with these defendants in this unlawful conduct to defraud plaintiff.
- 72. ACBOE and Alemar made material misrepresentations of both existing and past facts in connection with the Year Six and Year Seven bidding processes. MTG conspired with these defendants in this unlawful conduct to defraud plaintiff.
- 73. ACBOE and Alemar made these misrepresentations and omissions of material facts with knowledge of their falsity and capacity to deceive. MTG conspired with these defendants in this unlawful conduct to defraud plaintiff.
- 74. ACBOE and Alemar intended that Plaintiff rely on these misrepresentations and omissions of material facts, so that ACBOE, upon Alemar's recommendation, could then award the contracts to MTG. MTG conspired with these defendants in this unlawful conduct to defraud plaintiff.
- 75. Plaintiff relied on the misrepresentations and omissions of material facts to its detriment.
- 76. As a direct and proximate result of defendants' acts, Plaintiff has suffered substantial monetary damages, damage to reputation and irreparable harm.

WHEREFORE, Plaintiff demands judgment against all defendants as follows:

- a. Adjudging and declaring that the contract for Year Six between ACBOE and MTG is null and void;
- b. Enjoining ACBOE and MTG from proceeding with the Year Seven contract;
- c. Compelling ACBOE to immediately process in the normal course of business all outstanding amounts due on all accounts receivable for services previously performed by Plaintiff pursuant to contracts for Years Three through Five;

- d. Compelling e ACBOE to hold a fair and open bidding process, under the supervision of the court, for the award of any further contracts for the 2003-2004 school year and future years;
- e. Awarding Plaintiff compensatory and punitive damages as well as attorney's fees and costs; and
- f. Awarding such other relief as the court shall deem equitable and just.

COUNT THREE VIOLATION OF NEW JERSEY'S PUBLIC SCHOOL CONTRACTS LAW, N.J.S.A. 18A:18A-1 et. seq. (against ACBOE, MTG, Alemar and Friedman)

- 77. Plaintiff repeats and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth at length herein.
- 78. Pursuant to the New Jersey Public School Contracts Law, ACBOE and Alemar were required to utilize a public bidding process and adhere to all requirements so that the process would operate fairly, without favoritism and in the best interests of the public.
- 79. By engaging in the acts described above, ACBOE, Alemar and MTG stifled competition, engaged in fraud and favoritism and acted contrary to the requirements of the New Jersey Public Contracts Law.
- 80. As a direct and proximate result of Defendants' acts, Plaintiff has suffered substantial monetary damages, damage to reputation and irreparable harm.

WHEREFORE, Plaintiff demands judgment against ACBOE, MTG, Alemar and Friedman as follows:

- a. Adjudging and declaring that contract for Year Six between ACBOE and MTG is null and void;
- b. Enjoining ACBOE and MTG from proceeding with the Year Seven contract;
- c. Compelling ACBOE to immediately process in the normal course of business all outstanding amounts due on all accounts receivable for

- services previously performed by Plaintiff pursuant to contracts for Years Three through Five;
- d. Compelling ACBOE to hold a fair and open bidding process, under the supervision of the court, for the award of any further contracts for the 2003-2004 school year and future years;
- e. Awarding Plaintiff compensatory and punitive damages as well as attorney's fees and costs; and
- f. Awarding such other relief as the court shall deem equitable and just.

COUNT FOUR <u>BREACH OF IMPLIED CONTRACT</u> (against ACBOE, MTG, Alemar and Friedman)

- 81. Plaintiff repeats and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth at length herein.
- 82. By utilizing the public bidding process, ACBOE and Alemar induced the Plaintiff to participate in the process by the promise of impartiality. MTG conspired with these defendants in this unlawful conduct.
- 83. By utilizing the public bidding process, ACBOE and Alemar agreed to the implied condition that it would honestly, fairly and impartially consider each bid. MTG conspired with these defendants in this unlawful conduct to defraud plaintiff.
- 84. The Plaintiff in fact submitted a bid in reliance upon these implied conditions, and incurred substantial costs and investments of time and resources in doing so.
- 85. The actions of ACBOE and Alemar were fraudulent, in bad faith, arbitrary and capricious in that they breached the implied condition by favoring MTG, and failing to treat each bid fairly and honestly. MTG conspired with these defendants in this unlawful conduct.
- 86. ACBOE and Alemar did not have a reasonable basis for awarding the Year Six or Year Seven contract to MTG, since MTG's accepted bid contemplated the replacement of equipment that is fully functional, and was unreasonable in other respects.

87. As a direct and proximate result of defendants' acts, plaintiff has suffered substantial monetary damages, damage to reputation and irreparable harm.

WHEREFORE, Plaintiff demands judgment against ACBOE, MTG, Alemar and Friedman as follows:

- a. Adjudging and declaring that contract for Year Six between ACBOE and MTG is null and void;
- b. Enjoining ACBOE and MTG from proceeding with the Year Seven contract;
- c. Compelling ACBOE to immediately process in the normal course of business all outstanding amounts due on all accounts receivable for services previously performed by Plaintiff pursuant to contracts for Years Three through Five;
- d. Compelling ACBOE to hold a fair and open bidding process, under the supervision of the court, for the award of any further contracts for the 2003-2004 school year and future years;
- e. Awarding Plaintiff compensatory and punitive damages as well as attorney's fees and costs; and
- f. Awarding such other relief as the court shall deem equitable and just.

COUNT FIVE BREACH OF CONTRACT-PAST SERVICES (against ACBOE)

- 88. Plaintiff repeats and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth at length herein.
- 89. The Plaintiff has provided ACBOE with both equipment and services pursuant to Plaintiff's obligations under the Year Two through Five contracts and purchase orders.
- 90. Plaintiff has invoiced ACBOE for that equipment and services, and has otherwise demanded payment from ACBOE, but ACBOE has failed and refused to pay for that equipment and services.

- 91. ACBOE has accepted this equipment and services, but has failed to pay for Years

 Three through Five equipment and services received.
- 92. The Plaintiff and ACBOE have engaged in a prior pattern of performance whereby equipment and services ordered and accepted by ACBOE through purchase orders created an obligation on the part of ACBOE to pay for those services and equipment.
- 93. The contracts between Plaintiff and ACBOE for Years Three through Five are evidenced by purchase orders issued by ACBOE to the Plaintiff and by Service and Maintenance Agreements.
 - 94. The Service and Maintenance Agreements each provide at 13.1 that:

Attorney's Fees: In any action or arbitration at law or in equity, including an action for declamatory [sic] relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which the prevailing party may be entitled.

- 95. ACBOE is in default of its payment obligations and has breached the contracts with the Plaintiff.
- 96. As a direct and proximate result of ACBOE's breaches, Plaintiff has suffered substantial damages, damage to reputation and irreparable harm.

WHEREFORE, Plaintiff demands judgment against ACBOE as follows:

- a. Compelling ACBOE to immediately process in the normal course of business all outstanding amounts due on all accounts receivable for services previously performed by Plaintiff pursuant to contracts for Years Three through Five;
- b. Awarding plaintiff compensatory and punitive damages as well as attorney's fees and costs; and
- c. Awarding such other relief as the court shall deem equitable and just.

COUNT SIX TORTIOUS INTERFERENCE (against all defendants)

- 97. Plaintiff repeats and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth at length herein.
- 98. Plaintiff has maintained a reasonable expectation of economic advantage arising from the contracts for Years Two through Five, pursuant to which it has provided equipment and services to the ACBOE, which was paid primarily by the Federal Government.
- 99. The relationship at issue in this case, as explained in greater detail above, involves a tri-partite relationship between the Federal Government, the Plaintiff and ACBOE.
- 100. As a result of defendants' intentional wrongdoing Plaintiff has lost this reasonable expectation of economic advantage.
- 101. In addition, Plaintiff was in the process of negotiating a contract with the City of Atlantic City to provide equipment and services similar to those which the Plaintiff has provided to the ACBOE, but those contract negotiations have ceased as a result of ACBOE's, Nickels' and Haye's untrue statements about the Plaintiff.
- 102. As a direct and proximate result of Defendants' acts, Plaintiff has suffered substantial damages, damage to reputation and irreparable harm.

WHEREFORE, Plaintiff demands judgment against defendants as follows:

- a. Adjudging and declaring that contract for Year Six between ACBOE and MTG is null and void;
- b. Enjoining ACBOE and MTG from proceeding with the Year Seven contract;
- c. Compelling ACBOE to immediately process in the normal course of business all outstanding amounts due on all accounts receivable for services previously performed by Plaintiff pursuant to contracts for Years Three through Five;

- d. Compelling ACBOE to hold a fair and open bidding process, under the supervision of the court for the award of any further contracts for the 2003-2004 school year and future years;
- e. Awarding Plaintiff compensatory and punitive damages as well as attorney's fees and costs; and
- f. Awarding such other relief as the court shall deem equitable and just.

COUNT SEVEN <u>DEFAMATION</u> (against ACBOE, Nickels and Haye)

- 103. Plaintiff repeats and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth at length herein.
- 104. ACBOE, Nickels and Haye have made numerous false, defamatory statements of fact to third parties concerning Plaintiff's qualifications, billings, and performance of its contractual obligations, without factual basis or justification.
- 105. The Defendants knew that the statements about the Plaintiff were false, or otherwise were reckless or acted negligently in failing to ascertain the truth or falsity of the statements before communicating them to third parties in disregard of the truth or falsity of the statements.
- 106. The Defendants' actions were actuated by actual malice or accompanied by a wanton and willful disregard of the harm that would foreseeably result to Plaintiff, thereby entitling Plaintiff to punitive damages.
- 107. As a direct and proximate result of Defendants' acts, Plaintiff has suffered substantial economic damages, damage to is business and professional reputation and irreparable harm.

WHEREFORE, Plaintiff demands judgment against ACBOE, Nickels and Haye as follows:

- a. Awarding plaintiff compensatory and punitive damages as well as attorney's fees and costs; and
- b. Awarding such other relief as the court shall deem equitable and just.

COUNT EIGHT INJURIOUS FALSEHOOD (against ACBOE, Nickels and Haye)

- 108. Plaintiff repeats and incorporates by reference the allegations contained in the preceding paragraphs as if fully set forth at length herein.
- 109. Defendants ACBOE, Nickels and Haye made numerous disparaging comments concerning Plaintiff's business to outside third parties, with the intent to hinder or otherwise negatively affect Plaintiff's business.
- 110. As a direct and proximate result of Defendants' acts, Plaintiff has suffered substantial economic damages, damage to its business and professional reputation and irreparable harm.

WHEREFORE, Plaintiff demands judgment against ACBOE, Nickels and Haye as follows:

- a. Awarding plaintiff compensatory and punitive damages as well as attorney's fees and costs; and
- b. Awarding such other relief as the court shall deem equitable and just.

JURY DEMAND

Plaintiff hereby demands a trial by jury as to all issues.

DESIGNATION OF TRIAL ATTORNEY

J. Philip Kirchner, attorney at law, is hereby designated as trial counsel on behalf of the firm of Flaster/Greenberg P.C.

CERTIFICATION PURSUANT TO R. 4:5-1

The undersigned hereby certifies that the within matter in controversy is not the subject of any other action pending in any other Court or of a pending arbitration proceeding. A previously pending action brought against the same parties by plaintiff RelComm, Inc. in the United States District Court for the District of New Jersey has been withdrawn by the plaintiff without prejudice. There are no other known parties who should be joined in this action at this time.

FLASTER/GREENBERG P.C. Attorneys for Plaintiff

By:

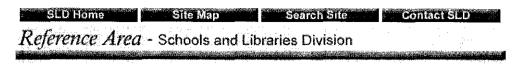
J. Philip Kirchner, Esquire Cindy M. Perr, Esquire

DATED: February 11, 2004

This table lists all of the 470 and 471 applications that Martin Friedman of Alemar Consulting filled out for school districts. The bid specs on all of the 470 applications are extremely similar and the vendors listed on the 471 applications in almost all cases are the same. MTG (spin # 143008940) has won a bid on each and every one of these applications dating all the way back to Year 3. (Please note that Mac Technology Groupe and Complete Convergence Inc. dba Micro Technology Groupe are the same company. Mac Technology Groupe changed their company name to Complete Convergence Inc. dba Micro Technology Groupe but kept the same spin number.)

Funding Year	Entity #	470 Application #	471 Application #
Year 3	198934	6315660000276098	183931
Year 4	221549	302770000319837	235081
	221548	709860000319827	233840
	198934	557280000319765	234844
	220281	797540000319819	234452
	191163	904740000319811	234680
Year 5	221549	105070000399033	230005
	228148	200870000398996	320052
	221548	249540000399023	320101
· · · · ·	198934	912330000394742	320130
	220281	547520000399026	320200
	191163	684840000399028	320242
Year 6	221549	419280000434793	363369
	228148	281500000428447	363375
	221548	447570000428452	363379
	198934	927690000428455	363384
	227139	790960000437128	363394
	228367	300990000446609	363409
	220281	617160000428456	363390
	231072	434800000428460	363413
	191163	790500000428462	361975
	123420	755640000448116	370716
	123420	755640000448116	374023
Year 7	123420	678310000481953	404818
	123420	526880000481973	404820
	1602007	313960000478168	411877
	221549	439680000478178	417393
	228148	766010000478971	418348
	16020079	819910000478965	428347
	221548	597030000480526	418373
	64 66	cc 6c	418380
	198934	593470000480534	418393
	227139	809630000481935	418589
	228367	337260000481937	418718
	220281	510770000481198	418461
	191163	325270000481940	418825

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Reference SPIN and BEAR Contact Search Results

Note to Applicants: Please check the address information to ensure you are contacting the correct Service Provider.

The absence of a "Y" in the Eligible Telecomm Provider column may simply indicate that the company has not yet been researched by the SLD to determine if it is eligible to provide telecommunications services. Applicants are reminded that they should confirm this and all other information with their Service Provider.

Page 1 of 1 Results 1 - 1 of 1

SPIN	Service Provider Name	Contact Name	Contact Address	Contact Phone	Eligible Telecomm Provider	SPAC Filed
143026063	, , , , , , , , , , , , , , , , , , , ,		5070 Parkside Ave. , Philadelphia, PA 19131			2003

New Search Done

Questions about the SLD Program? Call our Client Service Bureau at (888) 203-8100.

For web site questions or comments please use the Get Help! form.

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471 App	lication	Number	FRN	Applicat	nt Name	BEN	SPIN	Service Provider Legal Name
183931	392277	IMHOTEP	CHARTER	SCHOOL	198934	1430013	192	AT&T Corp.
183931	392364	IMHOTEP	CHARTER	SCHOOL	198934	1430089	940	Mac Technology Groupe, Inc.
	392445							Dell Marketing LP
	392520							Geoffrey P. Deans
	392582							LIG Holdings dba EarthStation Internet
	394765							General Sound Telephone Corporation DBA GST Corp.
	394827							Mac Technology Groupe, Inc.
	379742							Bell Atlantic - Pennsylvania, Inc.

Year 3

471 Applica	ation Number FR	N Applicant Name	e BEN SPIN	Service Provide	
235081 550	0327 GERMANTOWN	SETTLEMENT CHARTER	SCHOOL 221549	143000904	Nextel Communications of Mid-Atlantic, Inc.
235081 550	0354 GERMANTOWN	SETTLEMENT CHARTER	SCHOOL 221549	143020516	Geoffrey P. Deans
235081 550	371 GERMANTOWN	SETTLEMENT CHARTER	SCHOOL 221549	143008940	Mac Technology Groupe, Inc.
235081 550	389 GERMANTOWN	SETTLEMENT CHARTER	SCHOOL 221549	143000083	Peco Hyperion Telecommunications

Year 4

Peco Hyperion Tele	221548 143000083	221548	CIRCLE	IMANI EDUCATION CIRCLE	IMANI	550906	233840
Mac Technology Gro	143008940	221548	CIRCLE	IMANI EDUCATION CIRCLE	IMANI		233840
Geoffrey P. Deans	143020516	221548	CIRCLE	IMANI EDUCATION CIRCLE 221548	IMANI	550863	233840
Nextel Communicat:	143000904	221548	CIRCLE	IMANI EDUCATION CIRCLE 221548	IMANI		233840
Service Provider	BEN SPIN	Applicant Name BEN	Applica		Number	471 Application Number FRN	471 App

Service Provider Legal Name
Nextel Communications of Mid-Atlantic, Inc.
Geoffrey P. Deans
Mac Technology Groupe, Inc.
Peco Hyperion Telecommunications

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549627	549601	549536	549507	549428	471 Application Number
IMHOTEP	IMHOTEP	IMHOTEP	IMHOTEP	IMHOTEP	Number
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143000083	143008940	143020873	143020516	143000904	BEN SPIN
Peco Hyperion Telecommunications	Mac Technology Groupe, Inc.	CompuWorld, Inc.	Geoffrey P. Deans	Nextel Communications of Mid-Atlantic, Inc.	Service Provider Legal Name

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229665	29665	29665	229665	29665	29665	34452	34452	34452	71 App.
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220281	220281	220281	220281	220281	220281	220281	220281	220281	SPIN
143000904	143008318	143008318	143008940	143008940	143020516	143008940	143000083	143000083	Service Provi
Nextel Communications of Mid-Atlantic, Inc.	Adelphia Business Solutions Inc. fka Hyperion Comm. Inc	Adelphia Business Solutions Inc. fka Hyperion Comm. Inc	Mac Technology Groupe, Inc.	Mac Technology Groupe, Inc.	Geoffrey P. Deans	Mac Technology Groupe, Inc.	Peco Hyperion Telecommunications	Peco Hyperion Telecommunications	Service Provider Legal Name

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471	Application	Number FRN Appli	cant Name BEN	SPIN		r Legal Name Fur				
3200	05 857288	GERMANTOWN SETTLEMENT	CHARTER SCHOOL	221549	143000904	Nextel Communication	ons of Mid-Atlantic,		2002	
3200	05 857404	GERMANTOWN SETTLEMENT	CHARTER SCHOOL	221549	143000083	Peco Hyperion Telec	communications	2002		
3200	05 857543	GERMANTOWN SETTLEMENT	CHARTER SCHOOL	221549	143006994	Southern New Jersey	<pre>Internet Providers</pre>	, Inc.	2002	
3200	05 857586	GERMANTOWN SETTLEMENT	CHARTER SCHOOL	221549	143020516	Geoffrey P. Deans	2002			
		GERMANTOWN SETTLEMENT		221549	143020873	CompuWorld, Inc.	2002			
		CERMANTOWN SETTLEMENT		221549	143008940	Complete Convergence	e Inc dba Micro Tecl	hnology (Groupe, Inc	2002



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471 Applicatio	n Number FRN	Applicant Name	BEN SPIN	Service Provider Legal Name Funding Year
320101 852953	IMANI EDUCATION	CIRCLE 221548	143000083	Peco Hyperion Telecommunications 2002
	IMANI EDUCATION			Peco Hyperion Telecommunications 2002
320101 853033	IMANI EDUCATION	CIRCLE 221548	143020516	Geoffrey P. Deans 2002
	IMANI EDUCATION			CompuWorld, Inc. 2002
	IMANI EDUCATION			Complete Convergence Inc dba Micro Technology Groupe, Inc 2002
320101 853255	IMANI EDUCATION	CIRCLE 221548	143000904	Nextel Communications of Mid-Atlantic, Inc. 2002

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471 App	lication	Number	FRN	Applica	nt Name	BEN	SPIN	Service Provider Legal Name Funding Year	
320130	854428	IMHOTEP	CHARTER	SCHOOL	198934	143000:	904	Nextel Communications of Mid-Atlantic, Inc. 2002	
320130	854453	IMHOTEP	CHARTER	SCHOOL	198934	143000	083	Peco Hyperion Telecommunications 2002	
320130	854491	IMHOTEP	CHARTER	SCHOOL	198934	143000	083	Peco Hyperion Telecommunications 2002	
320130	854561	IMHOTEP	CHARTER	SCHOOL	198934	143020	516	Geoffrey P. Deans 2002	
320130	854604	IMHOTEP	CHARTER	SCHOOL	198934	143008	940	Complete Convergence Inc dba Micro Technology Groupe, Inc	2002
320130	854640	IMHOTEP	CHARTER	SCHOOL	198934	1430208	873	CompuWorld, Inc. 2002	

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